

**AMENDMENTS TO THE DRAWINGS**

The attached "Replacement Sheet" of drawings includes changes to Figure 1. The attached "Replacement Sheet," which includes Figure 1, replaces the original sheet including Figure 1.

Attachment: Replacement Sheet 1/2

### **REMARKS**

Claims 1-17 are now pending in the application. Claims 1-17 stand rejected. Claims 1, 3, 4 and 14 have been amended herein. Support for the amendments can be found throughout the application, drawings and claims as originally filed and, as such, no new matter has been presented. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

### **DRAWINGS**

The drawings stand objected to for certain informalities. Applicants have attached revised drawings for the Examiner's approval. In the "Replacement Sheet" the reference numeral 38 in Figure 1 has been deleted. Therefore, reconsideration and withdrawal of this objection are respectfully requested.

### **SPECIFICATION**

The specification stands objected to for certain informalities; specifically with regard to paragraph [0010]. Applicants have amended paragraph [0010] to overcome this informality. Therefore, reconsideration and withdrawal of this objection are respectfully requested.

### **CLAIM OBJECTIONS**

Claim 14 stands objected to for certain informalities, specifically it is grammatically incorrect. Applicants have amended Claim 14 to overcome this

objection. Applicants respectfully submit that no new matter has been added via this amendment. Therefore, reconsideration and withdrawal of this objection are respectfully requested.

#### **REJECTION UNDER 35 U.S.C. § 102**

Claims 1-3, 7, 8, 14 and 15 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Roberts (U.S. Pat. No. 3,953,630; hereinafter "Roberts"). This rejection is respectfully traversed.

Initially, Applicants note that Roberts discloses a laminated transparent assembly for use as an aircraft windshield. Roberts discloses a first glass layer 10 coupled to a second glass layer 11 via a polymeric interlayer 12. The interlayer 12 is disposed completely between the first glass layer 10 and the second glass layer 11. A seal 19 is injected between the ends of the first glass layer 10, second glass layer 11, the interlayer 12, and a metallic frame structure 15 such that the seal 19 fully encloses the first glass layer 10, second glass layer 11 and the interlayer 12. In contrast, independent Claim 1 has been amended to recite:

...a second glass layer bonded to the first glass layer by an adhesive such that **an air gap is formed that defines a space between the first and second glass layers;** and an engagement module having a **portion received within at least a portion of the air gap** to bond the engagement module between the first and second glass layers, the engagement module adapted to connect the window to the window opening mechanism (emphasis added).

In view of the above discussion, Applicants respectfully assert that Roberts does not teach, suggest or disclose each and every element of Claim 1. In this regard,

Roberts does not teach, suggest or disclose a second glass layer bonded to a first glass layer by an adhesive such that an air gap is formed that defines **a space between the first and second glass layers**, where an engagement module has a portion that is **received within at least a portion of the air gap**. Roberts does not disclose whatsoever the formation of an air gap. Rather, Roberts discloses that the interlayer 12 fully and completely bonds the first glass layer 10 to the second glass layer 11. Further, Roberts teaches that "[a]n interspace existing between the peripheral edges of the glass sheets 10, 11 and the frame structure 15 is filled with injection [molded] silicone rubber sealing material 19" (see at least Col. 5, lines 27-30). Thus, even if an air gap did exist between the glass sheets 10, 11 and the interlayer 12, the injection of the silicone rubber sealing material 19 would completely fill any air gap. In addition, even if an air gap existed, Roberts does not teach, suggest or disclose an engagement module having a portion received within an air gap. At best, Roberts discloses that an edge insert 21 is disposed within the interlayer 12 to provide reinforcement and a mounting point for the assembly of the glass sheets 10, 11 and the interlayer 12 to the aircraft. Applicants note, however, that the edge insert 21 is completely embedded within the interlayer 12 and not an air gap as claimed. Applicants also note that it would be improper to configure the laminated transparent assembly of Roberts to include such features as claimed as Roberts teaches the need for a solid, reinforced structure that can withstand the conditions encountered by an aircraft.

Accordingly, for at least these reasons, as Roberts does not teach, suggest or disclose each and every element of Claim 1, Applicants respectfully request the Office reconsider and withdraw the rejection of Claim 1 under 35 U.S.C. § 102(b). In addition,

as Claims 2, 3, 7, 8, 14 and 15 depend directly or indirectly from Claim 1, Applicants believe these claims should be in condition for allowance for the reasons set forth for Claim 1, above. Accordingly, Applicants respectfully request the Office reconsider and withdraw the rejections of Claims 2, 3, 7, 8, 14 and 15 under 35 U.S.C. § 102(b).

#### **REJECTION UNDER 35 U.S.C. § 103**

Claim 4 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Roberts, Figure 1 in view of Roberts, Figure 4. Claims 5, 6, and 9-13 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Roberts in view of Klosterman (U.S. Pat. No. 6,330,764; hereinafter "Klosterman"). Claim 16 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Roberts in view of Ohlenforst (U.S. Pat. No. 5,120,584; hereinafter "Ohlenforst"). Claim 17 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Roberts, Figure 1 in view of Ohlenforst and further in view of Roberts, Figure 4. These rejections are respectfully traversed.

Without acceding to the correctness of the Office's rejection, Applicants note that Claims 4, 5, 6, 9-13, 16 and 17 depend directly or indirectly from independent Claim 1, and thus, should be in condition for allowance for the reasons set forth for Claim 1 above. Accordingly, Applicants respectfully request the Office reconsider and withdraw the rejections of Claims 4, 5, 6, 9-13, 16 and 17 under 35 U.S.C. § 103(a).

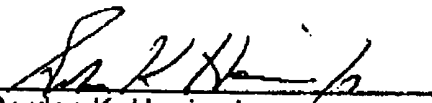
#### **CONCLUSION**

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request

that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested.

Respectfully submitted,

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